

Recorded November 24, 1971 at 12:02 o'clock P. M.

LAKELINGANORE at Eaglehead

Deed of Trust

. 10 71 THIS PURCHASE MONEY DEED OF TRUST made and delivered this 17 by and between John W. Marshall & Jane W. Marshall, his wife (1/E)

hereinafter referred to an "CRANTOR"; and J. WILLIAM BROSHIS, a resident of Montgomery Cannety. Maryland and JAMES McSHERRY, a rouldont of Frodorick, Maryland, Trustoos. The beneficiary may much thick it ute Thustees by recording a certificate of such appointment in the Land Andports of Frederick County, Maryland.

Witnesseth:

Umpald principal balance 12150.00 7897.50

Interest

20047.50 Total note amount

WHEREAS, Cruntor in justly indebted to LINGANORE CORPORATION, a Maryland corporation, in the full sum of Twenty thousand forty seven and 50/100 Bellere 15 20047,50 as evidenced by one certain negotiable promissory note of even date herewith, payable to the order of LINGANORE CORPORATION at such place us the holder thereof may designate; and whereas said note provides that payments on 119 monthly payments @ \$167.06 & one linal payment @ \$167.36 the principal sum shall be payable in monthly installments of \$______ each on the \(\int \) 1222 day of each and , möl September every month commencing ___October ____, 1971, and continuing until ___ when the remaining unpaid balance of said indebtedness shall be due and payable in full.

AND WHEREAS, said note which waives the benefit of Homestead Exemption provides, among other things, that Dethe makers have the privilege of prepaying at any time all or part of the principal balance remaining due and unpaid. without penalty or premium of any kind, and provides further that upon failure to perform or comply with any of the terms and conditions theroof or any of the covenants and conditions in this dead of trust, then and in any or all of such events, the holder of the said note shall have the right to doclare the entire unpaid balance of the indebtedness, together with all charges, expenses, advances and attorney's fees, immediately due and payable.

AND WHEREAS, the Intent of this instrument is to secure the punctual and full repayment of said indeliness. and all charges, expenses, advances and attorney's fees provided for in said note and/or in this instrument.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: that in consideration of the premises and the sum of Tun-Dollars (\$10.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey in few simple unto the sold Trustees, any one of whom may act alone in the premises, the following land and premises situate in Frederick County, State of Maryland, being more particularly described as follows:

EAGLEHIEAD, an thu same , BLOCK ... SECTION appears duly dedicated, platted and recorded among the Land Records of Frederick County. Maryland in

Plat Book ____ 6

AND BEING that same property convoyed to the Grenter herein by dead intended to be recorded immediately prior hereto, this Deed of Trust being given to secure a partien of the purchase money.

Together with all improvements, ways, easements, rights, privileges and appurtenances to the same belonging or In any wise apportaining, and all of the estate, right, title, interest and claims, either at law or in equity, or otherwise however, of, in, to, or out of the said land and premises, and all, each and every of the interior improvements and fixtures, movable or immovable, of every kind and description in and upon said premises or which may be resilter be placed in or upon the same or used in connection therewith (expressly including all plumbing, bollers, had water heaters, heating and lighting apparatus, elevators, scroons, ventilating or air conditioning systems, awaings, whichev shades, gas ranges, electric ranges, mechanical refrigoration, dishwashers, disposals, mantels and limiteum, now owned or which may hereafter be owned by the Grantor, in and upon said premises, or which may hereafter be placast in or upon the same, including but not limited to any equity which may be acquired by the said Granter in any such equipment as a result of the making of installment payments on account of the purchase of the same); it being understand and extend between the parties hereto or anyone claiming by, through or under them, that the words "land and premises" wherever they occur in these presents shall be deemed to include all of the improvements, fixtures and personal preparty always mentioned and conveyed.

To have and to hold the said property and improvements unto the CKNWX.___Trustees.___

In Trust, to secure to the holder of the herein described indebtedness, payment thereof, and to permit the Grantor to use and occupy the said described land and premises and take the rents, issues and profits thereof to his own use until default in the performance of or compliance with any of the terms and conditions in the note sequend hereby or any of the covenants and conditions contained herein, whereupon the entire indebtedness secured hereby shall become immediately due and payable at the option of the holder thereof.

And upon the full repayment of all of said indebtedness, and all monics advanced or expended as berein provided. and all other proper costs, attorney's fees, charges, commissions, half commissions and expenses incurred at any time before the sale hereinafter provided for, the said Trustees shall release and reconvey the said land and premises unin the Crantor at his cost.